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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 6th January, 2026

No. 590324-HII(2)-2025/152.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **52/2024 dated 17.11.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

OM PARKASH, H.NO. 2507/2, NEW INDIRA COLONY, MANIMAJRA, SECTOR 13, CHANDIGARH. (WORKMAN)

AND

M/S COGNITER TECHNOLOGIST PVT. LTD., SCO NO. 353-355, 2ND FLOOR, SECTOR 44-A, CHANDIGARH THROUGH ITS MANAGER. (MANAGEMENT)

AWARD

1. Workman Om Parkash has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'D Act').*

2. Briefly stated, the workman was appointed by the respondent-management as Arms Guard on 06.07.2020 and he remained in uninterrupted employment of the management up to 29.04.2024 when his services were illegally & wrongly terminated by refusing of work. At the time of termination, he was drawing ` 22,485/- per month as wages. Apart from his regular duty of Arms Guard, he used to do all other works which were entrusted to him as per requirement of the Company. On 29.04.2024, when the workman reported for duty at 7:00 P.M.the respondent-management refused him work without assigning any reason and notice. It is stated by the workman that his work & conduct was appreciated by all his colleagues and superiors. The illegal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. No charge sheet was issued, no inquiry was held and the workman was not paid retrenchment compensation at the time of termination. New persons were appointed by the respondent-management after termination of services of the workman. The management has violated the provision of Section 25F & 25H of the ID Act, which makes termination void. For his reinstatement, the workman served upon the respondent-management a demand

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notice dated 01.05.2024. The respondent-management neither denied the contents of the demand notice nor took the workman back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh was requested for his intervention, who intervened in the matter but the dispute could not be settled within the stipulated period. Termination of the workman is illegal, wrongful, motivated, against the principles of natural justice and amounts to unfair labour practice. The workman had remained unemployed from the date of termination till date. A prayer was made that the workman may be reinstated with continuity of service, full back wages and without any change in service conditions.

3. Upon notice, the management appeared and contested the claim of the workman by filing written statement raising preliminary objections on the ground that the workman has not approached this Tribunal with clean hands and the present claim statement is an abuse of process of law and filed with an intention to extort money from the answering respondent-management. On merits, it is admitted that the workman was working as Arms Guard in the company. Further, it is stated that the company did not terminate the services of the workman rather he himself stopped coming and was absent from duty since 29.04.2024 without any notice. On 29.04.2024, the workman sent a Whatsapp message at 6:52 P.M. to his Reporting Officer Shri Dinesh Chander - Administrative Officer that his scooty got punctured near the water park, Sector 26, Chandigarh and it will take at least one hour to mend the same. However, the workman did not reach to join his duty. On 06.04.2024, the workman joined his duty at 8:28 P.M. instead of 7:00 P.M. without any information. On 19.04.2024, the workman informed that he was not well and he will not come for duty. On 20.04.2024, while on duty at 8:45 P.M. he informed the In-charge that he was not well and going home. On 22.04.2024, the workman informed the company that he has changed his mobile. Since his joining of the Company, he had changed his mobile number at least six times and when he was requested not to change his mobile number then he replied *"Jab insan preshan hota hai to number to kya khud to bhi change kar leta hai"*. On 23.04.2024, when it was pointed out to him that he was often seen sleeping whenever CCTV footage was checked and the same could not be pointed out time & again, to which he replied *"aap bolna hi chhod do"*. On 25.04.2024, when CCTV footage was checked he was seen sleeping at 10:00 P.M. His carelessness & negligence was pointed by the Reporting Officer, to which he replied *"Agar main so gaya hun to Dinesh bhai sahib app hi a jao duty karne"*. Thereafter on 26.04.2024, as per instructions of the Vice President of the company, the Reporting Officer sent Whatsapp messages to the workman to discuss urgent matter but the workman neither respond to the messages nor attended the phone calls. The management had given him multiple warnings about his misconduct including not performing his duty properly and being found sleeping on his duty several times but he did not improve his conduct & performance. Remaining averments of the claim of the workman were denied and it is prayed that the claim of the workman may be dismissed.

4. The workman filed rejoinder to the written statement wherein he reiterated the contents of the claim statement and opposed the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 16.01.2025 :-

1. Whether the termination of the services of the workman is illegal, if proved in affirmative, to what extent and what relief the workman is entitled to ? OPW
2. Whether the workman has not approached the Court with clean hands and concealed the material facts ? OPM
3. Whether the workman has no cause of action ? OPM
4. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, workman Om Parkash himself appeared as AW1 and tendered into evidence his duly sworn-in affidavit Exhibit 'AW1/A'. Thereafter, Learned Representative for the workman closed the evidence in affirmative.

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8. On the other hand, the management examined Dinesh Chander - Senior Admin Officer as MW1, who tendered into evidence his duly sworn-in affidavit Exhibit 'MW1/A'. He also tendered into evidence copy of Whatsapp messages (Exhibit 'M1' to Exhibit 'M8') along with certificate under Section 63 of BSA in support of electronic evidence (Exhibit 'M9') and authority letter dated Nil issued in favour of Dinesh Chander (Exhibit 'M10'). Thereafter, Learned Representative for the management closed the evidence on behalf of the management.

9. No rebuttal evidence was led by the workman.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 1

11. The workman is required to prove the said issue.

12. The workman while appearing as AW1 deposed thathe was appointed by the respondent-management as Arms Guard on 06.07.2020 and remained in uninterrupted employment up to 29.04.2024 when his services were illegally & wrongly terminated by refusing work and at that time he was drawing ` 22,485/- per month as wages. He deposed that apart from the duty of Arms Guard, he used to do other work which were entrusted to him as per requirement of the Company. He deposed that on 29.04.2024, he reported for duty at 7:00 P.M. but the respondent-management refused him work without assigning any reason, though there was no complaint against his work & conduct. No reason of termination was given by the respondent-management. He deposed that refusal of work, which amounts to termination, is retrenchment under Section 2(oo) of the ID Act. He was not issued any charge sheet before termination. He was not paid any retrenchment compensation and management has violated Section 25F of the ID Act. He served a demand notice dated 01.05.2024 seeking his reinstatement but the management neither denied the contents of the demand notice nor took him back on duty. The Assistant Labour Commissioner-cum-Conciliation Officer was requested for his intervention, who intervenedduring conciliation proceedings but no fruitful result come out.

13. On the other hand, MW1 Dinesh Chander - Senior Admin Officer deposed that the respondent-management has not terminated the services of the workman. The workman himself stopped coming and absented from duty since 29.04.2024 without any notice. It is submitted that a Whatsapp message dated 29.04.2024 sent by the workman wherein it was mentioned that his scooty got punctured near water park, Sector 26, Chandigarh and it will take at least one hour to mend the same. The message was sent at 6:52 P.M. He deposed that the workman has wrongly pleaded that on 29.04.2024 he reported for duty at 7:00 P.M. He further deposed that on 26.04.2024 it was urgent matter so messages were sent to the workman throughWhatsapp but he neither respond to the messages nor attended the phone calls. He deposed that on 25.04.2024 when the deponent checked CCTV camera while on duty at 10:00 P.M. the workman was seen sleeping by him (deponent). He deposed that on 23.04.2024 it was pointed out to him that he was often seen sleeping and the same cannot be pointed out time & again to which he replied *"aap bolna hi chood do"*. He testified that on 22.04.2024 the workman informed the company that he has changed his mobile number which is 9592313999. He has already changed his mobile number at least six times since he joined and was requested not to change his mobile number to which replied *"Jab insan preshan hota hai to number to kya khud ko bhi change kar leta hai"*. MW1 deposed that on 20.04.2022 while on duty at 8:45 P.M. the workman informed the In-charge that he was not well and going home and on 19.04.2024 he informed that he was not well and he will not come for duty, as per Whatsapp message. He testified that on 06.04.2024 the workman joined the duty very late at 8:28 P.M. and that too without any information whereas his duty started on 7:00 P.M. The workman himself informed the management that he was not able to do his duty as assigned to him. He informed the management that he was not interested in the duty and therefore, he himself stopped coming to duty. As the management urgently required the services of Arms Guard and the workman neither joined the duty nor he could be contacted due to change of his mobile number and therefore, under pressing circumstances, respondent-management has to engage the new person.

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14. It transpires from record that the workman was working with the respondent-management as Arms Guard and he remained in the employment of the management up to 29.04.2024. It is the case of the workman that he was refused work by the respondent-management without any reason and notice when he reported for duty at 7:00 P.M. on the said day whereas the management has pleaded that the workman was absent on 29.04.2024 and the said fact is clear from the Whatsapp message dated 29.04.2024 sent by the workman to his Reporting Officer Shri Dinesh Chander - Senior Admin Officer. The said message was sent at 6:52 P.M. which mentions that his scooty got punctured and it would take atleast one hour to get the same repaired. The workman while appearing in the witness box was confronted with Annexure 'D1' (Exhibit 'M1') wherein he recognised his photograph and chat with Dinesh Chander. Annexure 'D1' (Exhibit 'M1') pertains to April 29, 2024 and the message has been sent by the workman. As per Annexure 'D1' (Exhibit 'M1') the message was sent by the workman at 6:52 P.M. to the effect that his scooty has got punctured and it will take an hour to report for duty. Except bald statement of the workman, there is no cogent evidence to the effect that the workman had reported for duty on 7:00 P.M. at 29.04.2024. The management has placed on record the Whatsapp chat Annexures 'D3' & 'D4" (Exhibit 'M3' & Exhibit 'M4') and the workman during his cross-examination has admitted the contents of the same. Exhibit 'M3' message sent by the workman on 25th April, 2024 mentions that the workman had sent message *"Agar main so Gaya Hun to Dinesh bhai sahab aap hi a jao duty karne "*.

15. Learned Representative for the workman submitted that the respondent-management terminated the services of the workman on 29.04.2024 without calling any explanation or issuance of any charge sheet. He argued that no domestic inquiry was conducted by the management prior to his termination.

16. On the other hand, Learned Representative for the management submitted that the workman did not report for duty on 29.04.2024 and he has himself left the services of the respondent-management. The respondent-management has never issued termination letter to the workman. He argued that the conversation as reflected in Exhibits 'M2', 'M3' & 'M4' shows disrespect and disobedience to the management and the workman cannot be allowed to take advantage of his own wrong.

17. Section 2(oo) of the ID Act defines retrenchment as termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include voluntary retirement, retirement on reaching the age of superannuation, termination of service as a result of non-renewal of the contract of employment on its expiry or termination and termination on the ground of continuous ill-health.

18. The workman admitted that he had sent a message to the respondent-management on 29.04.2024 at 6:52 P.M. while he was supposed to report for duty at 7:00 P.M. MW1 vide his affidavit Exhibit 'MW1/A' has brought on record the conduct of the workman w.e.f. 06.04.2024 till 29.04.2024 in support of the contention that the workman was found sleeping during working hours several times and he was not performing his duties properly and his conduct, as reflected from Whatsapp chats, was not up to the mark. Admittedly, no charge sheet was issued to the workman regarding his absence from duty. MW1 admitted that no regular inquiry was conducted against him and another Security Guard was working with the management-Company.

19. Learned Representative for the workman submitted that the management has violated the provisions of Section 25F of the ID Act, which runs as under :-

> ***"25F. Conditions precedent to retrenchment of workmen. -*** *No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until-*
>
> *(a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;*

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(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days? average pay [for every completed year of continuous service] or any part thereof in excess of six months; and

(c) notice in the prescribed manner is served on the appropriate Government [or such authority as may be specified by the appropriate Government by notification in the Official Gazette]."

20. In case in hand, it is neither pleaded nor proved by the management that the workman was issued any warning, censure or charge sheet in writing. Further, there is nothing on record to the effect that any compensation was paid to the workman. The plea of the management that the workman himself stopped coming, does not inspire the confidence of the Court as the workman had served the demand notice immediately on 01.05.2024. As such, the management had terminated the services of the workman without issuing any notice and charge sheet and without paying notice pay in lieu of notice and retrenchment compensation in violation of principles of natural justice and Section 25F of the ID Act. It has come on record that relations of the workman with the management were not cordial. Consequently, the workman is held entitled to lump sum compensation of ` 50,000/-. Accordingly, the said issue stands decided in favour of the workman and against the management.

Issues No. 2& 3

21. The management is required to prove both the said issues. Learned Representative for the management has not pressed both the said issues during the course of arguments. As such, both the said issues stand decided accordingly.

Relief -

22. In view of the aforesaid findings on issue No.1 above, the industrial dispute in hand stands partly allowed to the extent that the workman is entitled to lump sum compensation of ` 50,000/-from the respondent-management. The management is directed to comply with the Award within three months from the date of publication of the same in Government Gazette failing which the management shall be liable to pay interest at the rate 8% per annum on the above said amount from the date of this Award till its actual realisation. Appropriate Government be informed accordingly. Copy of this Award be also sent to Learned District Judge, Chandigarh in view of Sub-section 10 of Section 11 of the Industrial Disputes (Amendment) Act, 2010 for onward transmission of the same to the concerned Civil Court. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 17th November, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 6th January, 2026

No. 590293-HII(2)-2025/156.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **38/2023 dated 10.11.2025** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between:

GOPAL JEE YADAV / GOPAL S/O SH. SHRI PATI YADAV, R/O H.NO. 2101, VIKAS NAGAR, MAULI JAGRAN, CHANDIGARH. (WORKMAN)

AND

M/S AKASH FASTENERS, PLOT NO. 26, MW INDUSTRIAL AREA, PHASE - I, CHANDIGARH THROUGH ITS PROPRIETOR/OCCUPIER AND MANAGER. (MANAGEMENT)

AWARD

1. Workman Gopal Jee Yadav has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was appointed as Packer on 02.02.2006 by the management on wages of ` 9,000/- per month and remained in continuous service without any break or interruption up to 13.11.2021. He stated that there was no complaint against his work & conduct and the management was entirely satisfied with his work& conduct. The workman submitted that on 14.11.2021, he reported for duty but the respondent-management refused to allow him work. The management has also refused to pay the remuneration to him despite several verbal and written requests. The respondent-management did not hear any single request,rather he was abused and the Proprietor used foul language without any proper reason of termination. It is submitted that the services of the workman have been terminated without any rhyme or reason. It is stated that the workman was doing his regular duty but the respondent-management intentionally marked his absence despite presence. The respondent-management had intentionally not issued any appointment letter and attendance card to the workman. The management has never taken his signature on attendance register and the entire record of the workman was with the respondent-management. It is stated that his services have been verbally terminated without any prior notice and juniors to the workman have been retained in service. The management has violated provisions of Section 25F, 25G & 25H of the ID Act and also violated the principles of natural justice. The workman is totally unemployed. He was never issued any memo or charge sheet before his termination. No inquiry was conducted before termination of his services. He was not offered notice pay or compensation. Further, he stated that he submitted demand notice dated 27.12.2021under Section 2A of the ID Act but the respondent-management did not respond to the same. He also moved before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh with a prayer to initiate the conciliation proceedings for settlement of the industrial dispute. The Assistant Labour Commissioner issued notice which was delivered and the respondent-management appeared before the Assistant Labour Commissioner. The respondent-management did not participate in the conciliation proceedings and as such, the matter could not be settled within stipulated period of 45 days and thereafter the Assistant Labour Commissioner, Chandigarh closed the conciliation proceedings and he has filed the present claim statement.

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3. Upon notice, the respondent-management appeared and filed written statement to the same taking preliminary objections inter alia on the ground that the workman has no cause of action to file claim statement as he has never reported for duty and therefore the question of illegal, unlawful and unjustified retrenchment never arises. It is submitted that the workman had left at his own without any information or authority to the management. He was never refused work rather he himself absented from duty without any information to the management. The management had written letters dated 24.12.2021 sent through registered post on 10.01.2022 at his available address and he was advised that he should report for duty within seven days and also explain the reason of his absence from duty but the workman never reported. The management again sent a letter dated 21.02.2022 through registered post to the workman. Despite issuance of above letters, the workman neither reported for duty nor filed reply to the same and as such, the workman has left on his own and abandoned the services of the management. It is denied that any fresh hand has been engaged. A prayer was made for dismissal of the claim statement.

4. The workman filed replication to the written statement wherein he reiterated the contents of the claim statement and denied the averments made by the management in its written statement.

5. From the pleadings of the parties, following issues were framed vide order dated 05.04.2024 :-

1. Whether the termination of the services of the workman is illegal, if so, to what effect and what relief he is entitled to ?OPW

2. Whether the claim statement is false, frivolous and vexatious to the knowledge of the workman ?OPM

3. Relief.

6. Thereafter, both the parties were called upon to lead their respective evidence.

7. In evidence of the workman, Workman Gopal Jee Yadav himself appeared as AW1 and tendered his duly sworn-in affidavit Exhibit 'AW1/A'. He also tendered into evidence documents :-

Copy of ESI card of the workman bearing IP No.1710149615	**Exhibit 'W1'**
Copy of demand notice dated 27.12.2021 issued to the management under register cover	**Exhibit 'W2'**
Original postal receipt dated 01.01.2022	**Exhibit 'W2/1'**

8. During cross-examination of AW1 the management put following documents :-

Copy of letter dated 24.12.2021 sent to the workman	**Exhibit 'M1'**
Original postal receipt dated 10.01.2022	**Exhibit 'M2'**
Copy of letter dated 21.02.2022 sent to the workman	**Exhibit 'M3'**
Original postal receipt dated 21.02.2022	**Exhibit 'M4'**

Learned Representative for the workman tendered in evidence certified copy of e-Pehchan card issued by the ESIC to the workman bearing IP No.1710149615 **(Exhibit 'W3');** certified copy of details of contribution of ESI w.e.f. 01.04.2012 to 31.03.2023 **(Exhibit 'W4')**&certified copy of Form 01 regarding Employer's Registration Form (Regulation 10B) **(Exhibit 'W5')**(consisting of pages No. 1 to 4) and closed the evidence in affirmative.

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9. In evidence of the management, Manish Garg - Proprietor, M/s Akash Fastener appeared as MW1 and tendered in evidence his duly sworn-in affidavit Exhibit 'MW1/A' along with copy of reply dated Nil filed by the management before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh to the demand notice dated 27.12.2021 raised by the workman **(Exhibit 'M5').** Thereafter, the Learned Representative for the management closed the evidence on behalf of the management.

10. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No.1

11. The workman is required to prove the said issue.

12. Learned Representative for the workman submitted that the services of the workman were terminated without any rhyme & reason on 14.11.2021 and since that day the workman is totally unemployed. He submitted that the management has violated the principles of natural justice as well as provisions of the ID Act. A prayer was made for reinstatement with continuity of service and back wages.

13. On the other hand, Learned Representative for the management submitted that the workman has left the job at his own and he did not appear before the management despite issuance of registered letter. He prayed that the workman is not entitled for any relief.

14. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

15. The workman while appearing as AW1 deposed that he was appointed as Packer by the management on 02.02.2006 on monthly wages of ` 9,000/- and he worked up to 13.11.2021 continuously. He deposed that he had successfully performed the duties as per the instructions of the management and there was no single complaint from any corner. He reported for duty but the management refused to allow the duty and even refused to pay renumerations. He had made several requests, verbal as well as written to the respondent-management but the respondent-management did not hear any single request. He was abused and the Proprietor used foul language without giving any proper reasons for termination. He has no fault but the respondent-management has terminated his services. He was doing his regular duty but the respondent-management intentionally marked his absence despite presence. He was covered under ESI scheme with IP No.1710149615. He deposed that the juniors to him were still working which is a serious violation of law. He was neither issued any memo, charge sheet nor any inquiry was conducted. He was not offered notice pay and compensation. He deposed that he submitted a demand notice through registered post. The conciliation proceedings also took place but settlement could not be arrived at.

16. On the other hand, MW1 Manish Garg - Proprietor deposed that the workman never reported for duty after 14.11.2021. He left his work at his own without any information. The management sent letter dated 24.12.2021 through registered post on 10.01.2022 at the available address of the workman as he was absenting from duty and he was advised to report for duty and also explain the reasons for his absence but he never reported. The management again sent letter dated 21.02.2022 through registered post but he never reported. He left at his own and abandoned the services of the management. He deposed that no fresh hand

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was engaged by the management and during conciliation proceedings the management filed reply wherein it is submitted that the management was ready to allow the workman to join duty but the workman never offered himself for job. He deposed that intention of the workman was clear not to join duty as he submitted demand notice on 27.12.2021. The domestic inquiry was not possible as he has already moved to the Labour Authorities by serving demand notice dated 27.12.2021. He deposed that the management never refused him work rather it is the workman himself who chose to abandon the job and as such he was not entitled to reinstatement as back wages whatsoever as he was actuated by intent to obtain unjust monetary gain to the detriment of the management without any work or without any just cause.

17. It transpires from the record that the workman had stated that he was appointed as Packer on 02.02.2006 by the management and he was getting the monthly wages of ` 9,000/- and he worked up to 13.11.2021 continuously without any break or interruption in service. The respondent-management has denied the said fact and submitted that the workman never reported for duty after 14.11.2021. The workman has placed on record copy of ESI card bearing No.1710149615(Exhibit 'W1'). He also placed on record certified copy of e-Pehchan card (Exhibit 'W3') wherein date of appointment is mentioned as 01.07.2010 with the name of employer 'M/s Akash Fasteners'. The workman has also produced on record the certified copy of detail of contribution of ESI No.1710149615(Exhibit 'W4'). ESI card shows that the workman was appointed with the management on 01.07.2010.

18. It is the case of the workman that he had worked continuously up to 13.11.2021 and thereafter on 14.11.2021 the management refused to allow him to do his duty. Thereafter, several requests, both verbal and written were made but the management did not hear any single request and his services were verbally terminated by the management. On the other hand, it is contention of the respondent-management that the workman has himself absented from duty without any information and he never reported for duty after 14.11.2021 despite letter dated 24.12.2021 sent through registered post on 10.01.2022 and communication dated 21.02.2022 sent through registered post to the workman advising him to report for duty and also explain the reasons for his absence from duty. The workman had denied receipt of letter dated 24.12.2021 (Exhibit 'M1') as well as receipt of letter dated 21.02.2022 (Exhibit 'M3') sent through registered post vide postal receipts dated 10.01.2022 & 21.02.2022 (Exhibit 'M2' &Exhibit 'M4' respectively).

19. Learned Representative for the workman submitted that letter dated 24.12.2021 (Exhibit 'M1') was sent at wrong address and MW1 during his cross-examination admitted that address of Vikas Nagar was not mentioned in the postal receipt. Further perusal of testimony of AW1 reveals that the workman has admitted that the address mentioned in the letter dated 24.12.2021 was correct. The registered letter dated 24.12.2021 (Exhibit 'M2) admittedly bears the address of Vikas Nagar and MW1 has stated that Vikas Nagar is under the area of Mouli Jagran, Chandigarh.

20. Learned Representative for the workman submitted that there is over-writing at point 'B' on the letter (Exhibit 'M1') which shows that the said letter is fabricated. He argued that the said letter does not bear any dispatch number and it has not been established that the said letters were served upon the workman. The respondent-management has placed on record the letters(Exhibit 'M1' and Exhibit 'M3') along with postal receipts(Exhibit 'M2' & Exhibit 'M4'). The said letters were not received back either served or unserved as per the testimony of MW1 and therefore, a presumption arises that the said letters were duly served upon the workman. Moreover, the reply to the demand notice dated 27.12.2021 (Exhibit 'M5') also incorporates the fact

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that the workman was issued letters dated 24.12.2021 as well as 21.02.2022 sent through registered post advising him to join duty but he never reported for duty.

21. It is the contention of the workman that after 14.11.2021, he made several requests both verbal as well as in writing to allow him duty. The respondent did not pay any heed to it and he was abused and even Proprietor used foul language without giving any proper reasons of termination and he submitted demand notice to the management through registered post. However, no such written request stated to have been moved by the workman to the management after 14.11.2021 for allowing him to join on duty, has been placed on record. No co-worker has been examined to substantiate his plea that he was abused and the Proprietor has used foul language against him.

22. Learned Representative for the workman submitted that no domestic inquiry was conducted against the workman and he was not paid any notice pay or retrenchment compensation by the management. The management had admitted that no domestic inquiry was ever conducted against the workman in any manner. He was not paid any notice or retrenchment compensation as his services were never terminated by the management. There is no evidence on record to establish that the workman has ever offered to join the duty after 14.11.2021 despite communications sent by the management. As such, he failed to prove that his services have been terminated. Accordingly, the said issue stands decided against the workman and in favour of the management.

Issue No. 2

23. The management is required to prove the said issue. Learned Representative for the management has not pressed this issue during the course of arguments. As such, the said issue stands disposed off accordingly.

Relief

24. In view of the aforesaid findings on issue No.1, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : The 10th November, 2025

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANGE OF NAME

I, Sabiya W/o Javed Iqbal R/o House No. 235, Sector 41-D, Chandigarh, have changed my name from Sabiya to Savita Gaur.

[63-1]

I, Tanish Vaid D/o Vijay Kumar R/o # 241, Dadumajra Colony, Chandigarh, have changed my name to Tanish.

[64-1]

I, Lakshy S/o Sh. Surender R/o House No. 1379, Sector 20-B, Chandigarh, have changed my name from Lakshy to Lakshay Sheokand.

[65-1]

I, Vidha Ram S/o Shri Chand R/o # 4914/2, Sector 38 West, Chandigarh, declare that I have changed my name from Vidha Ram to Vidya Ram.

[66-1]

I, Ashok Kumar Singhal S/o Sh. Om Prakash R/o House No. 64, Sector 27-A, Chandigarh, have changed my name from Ashok Kumar Singhal to Ashok Kumar Singal.

[67-1]

I, Mona Singhal W/o Ashok Kumar Singal R/o House No. 64, Sector 27-A, Chandigarh, have changed my name from Mona Singhal to Mona Singal.

[68-1]

I, Furqan Ahmad S/o Sh. Akhtar Hussain, R/o House No. 1053, Near Khera Mandir, Sector-45, Village Burail, Chandigarh. That I have changed my name from Furqan Ahmad to Furqan Ahmed.

[69-1]

I, Drishti D/o Dinesh Kumar Salaria R/o 1249, Pushpac Complex, Sector 49-B, Chandigarh, have changed my name to Drishti Salaria.

[70-1]

I, K Kannan S/o Krishna Moorthi R/o House No. 245, Sector 22-A, Chandigarh, have changed my name of my minor son from Pranesh Sai to K Pranesh Sai.

[71-1]

I, Reeta W/o Raj Kumar R/o # 1492/2, Sector 30-B, Chandigarh, have changed my name to Rita Rani.

[72-1]

I, Avinash Verma S/o of Ghanshyam H. No. 846, Phase-2, Ramdarbar Chandigarh, Industrial Area Chandigarh, declare that I have change my name Avinash Verma to Avinash.

[73-1]

I, Rajindra Devi W/o Prem Chand Sharma R/o # 3/1, Sector 41-A, Chandigarh, have changed my name to Rajendra Devi.

[74-1]

I, D.A. Anshuman S/o Harish Dasari R/o House No. 1112, Sector 32-B, Chandigarh, have changed my name from D.A. Anshuman to Dasari Aditya Anshuman.

[75-1]

I, Chheema Devi W/o Jaswinder Singh R/o # 1131-B, Deep Complex Hallomajra, Chandigarh, have changed my name to Seema Devi.

[76-1]

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I, Bal Kishan S/o Jawahar Lal R/o 1314, Mauli Jagran, Chandigarh-160102, have changed my name to Bal Kishan Gupta.

[77-1]

I, Waseem S/o Mohd Naushad R/o # 347, Village Kajheri, Sector 52, Chandigarh, have changed my minor daughter's name from Mahira to Maahira Parveen.

[78-1]

I, Mohd. Shadab S/o Mohd. Altaf R/o # 2392, Mariwala Town, Manimajra, Chandigarh, have changed my name to Shadab Ahmad.

[79-1]

I, Gitangali W/o Sushil Kumar R/o # 711/2, BDC, Sector 26, Chandigarh-160019, have changed my name to Gitanjali.

[80-1]

I, Narinder Kumar S/o Ved Parkash Gambhir R/o # 3790, Sector 22-D, Chandigarh, have changed my name to Narinder Kumar Gambhir.

[81-1]

I, Komal D/o Om Parkash, H. No. 237, Daria Chandigarh, have changed my name from Komal to Komal Kumari.

[82-1]

I, Vijay Kumar Sharma S/o Pooran Mal Sharma, House No. 5224, LIG Flats, Sector 38 west Chandigarh, have changed my name from Vijay Kumar Sharma to Vijay Kumar.

[83-1]

I, Suman W/o Paramjeet Singh R/o # 262, Kaimbwala, Chandigarh, have changed my name to Suman Kaur.

[84-1]

I, Rajiv Thakur S/o Janak Singh R/o # 27, Khuda Alisher, Chandigarh, have changed my minor daughter name from Aalya Thakur to Aaleya Thakur.

[85-1]

I, Chiranji Lal S/o Bipati Ram R/o House 3582, Sector 46-C, Chandigarh, have changed my name from Chiranji Lal to Chiranji Lal Sagar.

[86-1]

I, Sahera W/o Sh. Abdul Raoof R/o House No. 377, Bapu Dham Colony, Phase-2, Sector-26, Chandigarh. That I have changed my name from Sahera to Saira Bano.

[87-1]

I, Parveen Kumar S/o Sh. Parkash Chand R/o House No. 3738, Sector 56, Chandigarh, have changed my name from Parveen Kumar to Parveen Matreja.

[88-1]

I, Tazeen W/o Sh. Mohd Aasim R/o House No. 377, Bapu Dham Colony, Phase-2, Sector-26, Chandigarh. That I have changed my name from Tazeen to Tazeen Bano.

[89-1]

I, Chander Kali W/o Ram Saroop R/o # 1272, Phase-2, Ramdarbar, Chandigarh, have changed my name to Raj Kali.,

[90-1]

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I, Mohd Abdul Rahoof S/o Sh. Nazir Ahmed R/o House No. 377, Bapu Dham Colony, Phase-2, Sector-26, Chandigarh. That I have changed my name from Mohd Abdul Rahoof to Abdul Raoof.

[91-1]

I, Najma Khatoon W/o Sh. Mohabbat Ali, R/o House No. 1828, Near Khera, Burail, Chandigarh. That I have changed my name from Najma Khatoon to Nazma Khatun.

[92-1]

I, Mohammad Aasim S/o Sh. Abdul Raoof R/o House No. 377, Bapu Dham Colony, Phase-2, Sector-26, Chandigarh. That I have changed my from Mohammad Aasim to Mohd Aasim

[93-1]

I, Manjit Singh S/o Gurmukh Singh R/o House No. 650-B, Sector 46-A, Chandigarh, have changed my minor son's name from Shahebjit Singh to Sahibjit Singh. He will known as Sahibjit Singh in future. All concerned please note.

[94-1]

I, Malkiat Singh S/o Nasib Singh R/o # 2666-A, Sector 28-C, Chandigarh, have changed my name to Malkit Singh.

[95-1]

I, Pappu Kumar S/o Baljora R/o # 2222, Sector 24-C, Chandigarh, have changed my name from Pappu Kumar to Rahim Singh.

[96-1]

I, Bikash Pal S/o Kishor Pal R/o 639/1, Small Flats, Maloya Colony, Chandigarh, have changed my name to Vikas Pal.

[97-1]

I, Vijay S/o Santosh Kumar R/o House No. 1864, Sector 34-D, Chandigarh, have changed my name from Vijay to Vijay Thakur.

[98-1]

I, Sukesh S/o Madan Lal R/o House No. 5239, Maloya Colony, Chandigarh-160025, have changed my name from Sukesh to Sukesh Singh.

[99-1]

I, Kumari Priti W/o Nilesh Kumar Tiwari R/o # 1707, Phase-2, Ramdarbar, Chandigarh-160002, have changed my name to Priti Tiwari.

[100-1]

I, Bhuban Giri S/o Pan Giri R/o # 1595, Burail, Sector 45, Chandigarh, have changed my name to Bhola Giri.

[101-1]

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